

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)	
Midwest Power Company For)	
A Certificate of Public Convenience)	Docket No. 19- <u>MPCE</u> - <u>064</u> -COC
And Necessity to Transact the)	
Business of a Public Utility In the)	
State of Kansas.)	

DIRECT TESTIMONY

OF

AMY G. PAINE

SENIOR VICE PRESIDENT FOR
MIDWEST POWER COMPANY

August 10, 2018

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Amy G. Paine. My business address is 1000 South McCaslin Boulevard,
3 Superior, Colorado 80027.

4 **Q. BY WHOM AND IN WHAT CAPACITY ARE YOU EMPLOYED?**

5 A. I am a Senior Vice President of Midwest Power Company (“MWP”) and Senior Vice
6 President, Asset Management of Key Equipment Finance (“KEF”).

7 **Q. WHAT ARE YOUR DUTIES AND RESPONSIBILITIES AT MWP AND KEF?**

8 A. I am responsible for managing the equipment risk as it pertains to the acquisition and
9 disposition of equipment financed by KEF. This includes setting residual values,
10 monitoring the value of equipment during the lease term, selling equipment to lessees at
11 end of term and selling equipment in the secondary market. For MWP, my
12 responsibilities are the same and limited to the 8% interest in the Jeffrey Energy Center
13 (“JEC”).

14 **Q. PLEASE DESCRIBE YOUR EDUCATION, EXPERIENCE AND EMPLOYMENT**
15 **HISTORY.**

16 A. I graduated with an MBA from McGill University, Montreal, Quebec, Canada in 1977.
17 My career at KEF began in 2000, in financial planning and analysis. In 2004, I was
18 promoted to Senior Vice President of Global Finance and Treasury. I became Senior
19 Vice President of Asset Management in 2009.

1 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN A PROCEEDING AT THE KANSAS**
2 **CORPORATION COMMISSION (“KCC”) OR BEFORE ANY OTHER UTILITY**
3 **REGULATORY AGENCY?**

4 A. I have not previously testified before the KCC or any other utility regulatory agency.

5 **II. PURPOSE AND SUMMARY OF TESTIMONY**

6 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY AND ON WHAT SUBJECTS**
7 **WILL YOU BE TESTIFYING?**

8 A. I will discuss the application of MWP for a limited and contingent certificate of
9 convenience and necessity (“Certificate”) to operate as a public utility within the State of
10 Kansas. Specifically, I will discuss:

- 11 • The history of MWP, its date of formation, organization, and business purposes, as
12 well as its relation to its parent company, KeyCorp;
- 13 • How MWP came to own the 8% undivided interest in the JEC;
- 14 • The circumstances that may require MWP to seek KCC authority to operate as a
15 public utility within the State;
- 16 • Why the public interest will be served by granting MWP’s application for a limited
17 and conditional Certificate, including a discussion of MWP’s financial viability,
18 technical expertise, and managerial competency;
- 19 • MWP’s plans to enter the wholesale electric markets in order to properly utilize its
20 8% undivided interest; and
- 21 • The unique timing considerations with respect to this Application and the required
22 approvals from the Federal Energy Regulatory Commission (“FERC”) and the
23 Southwest Power Pool (“SPP”).

1 **III. INTRODUCTION OF KEYCORP AND MIDWEST POWER COMPANY**

2 Q. **PLEASE DESCRIBE THE PARTIES ON WHOSE BEHALF YOU ARE**
3 **TESTIFYING.**

4 A. KeyCorp is a Bank Holding Company under the Bank Holding Company Act of 1956, as
5 amended, and is one of the nation's largest bank-based financial services companies.
6 KeyCorp is traded on the New York Stock Exchange, has current market capitalization of
7 approximately \$22.66 billion and consolidated total assets of approximately \$137.7
8 billion at December 31, 2017. KeyCorp is the parent holding company for KeyBank
9 National Association ("KeyBank"), its principal subsidiary, through which most of our
10 banking services are provided. Through KeyBank and other subsidiaries, we provide a
11 wide range of retail and commercial banking, commercial leasing, investment
12 management, consumer finance, commercial mortgage servicing and special servicing,
13 and investment banking products and services to individual, corporate, and institutional
14 clients through two major business segments: Key Community Bank and Key Corporate
15 Bank.

16 KeyCorp is headquartered in Cleveland, Ohio and maintains business offices in
17 31 states where its approximately 19,000 employees are engaged in providing a variety of
18 business-to-business and consumer lending solutions. Of these approximately 19,000
19 employees, approximately 500 employees are located in Overland Park, Kansas, where
20 KeyCorp maintains a commercial real estate operations center.

21 Q. **WHO IS MWP AND WHAT IS ITS RELATIONSHIP TO KEY?**

22 A. MWP is an Ohio corporation and a wholly-owned direct subsidiary of Key. MWP was
23 originally formed in 1985 as Centran Corporation ("Centran") and was previously a

1 subsidiary of Society Corporation (“Society”). On March 11, 1987 the name was
2 changed from Centran to MWP. When KeyCorp and Society merged in 1993, MWP
3 became a non-bank subsidiary of Key. In order to fund leases under MWP, inter-
4 company loans are required. MWP does not produce financial statements and the
5 obligations it undertakes generally require KeyCorp as the parent to issue a guaranty.
6 Prior to the Key-Society merger, MWP previously held two leveraged leases as owner
7 participant: (1) commencing on September 30, 1987, the CEI Toledo Edison Trust A at
8 the Bruce Mansfield Plant, which KeyCorp/MWP sold in June 2007; and (2)
9 commencing on March 16, 1987, MWP participated as Perry One Beta Limited
10 Partnership in a lease at Perry Nuclear Power Plant Unit 1, and thereafter sold the
11 partnership in April 2014.

12 **Q. WHAT ARE MWP’S CURRENT ASSETS?**

13 A. Currently, the sole asset of MWP is an 8% undivided interest in the JEC, which it holds
14 as the sole participant and beneficiary in a Trust for which Wilmington Trust Company
15 (“WTC”) is the owner trustee. MWP acquired its interest in this Trust in 2007 via a
16 Purchase, Assignment & Assumption Agreement with Financial Leasing Corporation.
17 The remaining 92% of the JEC is owned by Westar Energy, Inc. (“Westar”) (84%) and
18 Kansas City Power & Light Company (8%), which are now combined under their
19 common parent, Evergy, Inc. The 8% ownership interest in the JEC owned by the Trust
20 is currently leased to Westar. The Lease Agreement expires on January 3, 2019.

21 **Q. PLEASE DESCRIBE THE HISTORY OF KEY, MWP AND WTC’S 8%**
22 **OWNERSHIP INTEREST IN THE JEC.**

1 A. The history of the 8% ownership interest is more fully described and set forth in the
2 Application filed concurrently with my testimony, but a brief history is as follows. On
3 January 13, 1975, Westar, Kansas Gas & Electric Company (“KGE”), Centel Corporation
4 (“Centel”), and UtiliCorp United Inc. (“UtiliCorp”) entered into an Agreement for the
5 Construction and Ownership of Jeffrey Energy Center (“Ownership Agreement”). The
6 Ownership Agreement established rights and obligations of the parties as owners of
7 undivided interests in the plant.

8 **Q. PLEASE CONTINUE.**

9 A. When Centel sold its electric utility operations in Kansas to UtiliCorp in 1991, UtiliCorp
10 had the option to assign its right to purchase all or a portion of Centel’s 8% interest in the
11 JEC to an unrelated financial institution in a sale and lease financing transaction.
12 UtiliCorp exercised that option by assigning its purchase rights to certain elements of the
13 8% interest to WTC, as owner trustee of a Trust for which Financial Leasing Corporation
14 was the owner participant. Accordingly, on August 15, 1991, (i) Centel sold some of the
15 generating elements of its 8% interest (sometimes called the “Undivided Interest”) to
16 WTC, as owner trustee; (ii) Centel sold other elements (sometimes called the “Support
17 Assets Interest” and the “Site Interest”) to UtiliCorp; (iii) UtiliCorp leased, pursuant to
18 the August 15, 1991 Site and Support Assets Lease, the Site Interest and the Support
19 Assets Interest to WTC, as owner trustee; and (iv) WTC leased the Undivided Interest
20 and subleased the Site Interest and Support Assets Interest to UtiliCorp pursuant to the
21 August 15, 1991 Lease Agreement (the “Lease Agreement”). The Undivided Interest, the
22 Site Interest, and the Support Assets Interest, collectively comprise the “JEC Transferred
23 Interest.”

1 Also on August 15, 1991, Westar, KGE, Centel, UtiliCorp, and WTC entered into
2 a Consent and Assumption Agreement, pursuant to which the parties consented to the
3 transfers of the JEC Transferred Interest discussed above and acknowledged and agreed
4 to the allocation between UtiliCorp and WTC, pursuant to the Lease Agreement of rights
5 and obligations under the Ownership Agreement and Operation Agreement with respect
6 to the JEC Transferred Interest.

7 **Q. How did Westar and MWP become involved in the 8% interest?**

8 A. UtiliCorp eventually changed its name to Aquila Inc. (“Aquila”) and on February 23,
9 2007, the Commission approved Aquila’s transfer of its leasehold and related interests in
10 the JEC to Westar pursuant to the terms and conditions contained in the Transfer
11 Agreement between Aquila and Westar. At that time, Mid-Kansas Electric Company
12 (“MKEC”) was planning to acquire Aquila’s electric utility operations in Kansas,
13 including the 8% JEC leasehold interest. However, pursuant to the JEC Ownership
14 Agreement, Westar had preferential purchase rights with respect to the 8% interest.

15 On September 20, 2007, Financial Leasing Corporation (the previous Owner
16 Participant in the Trust) and MWP entered into a Purchase Agreement whereby MWP
17 acquired Financial Leasing Corporation’s interest in the JEC.

18 **IV. WHY MWP IS NOW SEEKING COMMISSION APPROVAL**
19 **TO ACT AS A PUBLIC UTILITY WITHIN THE STATE**
20

21 **Q. GIVEN THE LONG HISTORY OF MWP’S OWNERSHIP OF THE 8%**
22 **UNDIVIDED INTEREST IN THE JEC, WHY IS MWP NOW SEEKING KCC**
23 **AUTHORITY?**

1 A. As noted previously, the Lease Agreement between WTC and Westar expires on January
2 3, 2019. If MWP does not extend the lease or sell its 8% interest in the JEC prior to the
3 expiration of the Lease Agreement, exclusive control over the energy and capacity
4 associated with the 8% interest will revert back to the Trust. WTC, as owner trustee of
5 the Trust, will act on behalf of the Trust with respect to the 8% interest solely at the
6 direction of MWP, as the sole participant and owner beneficiary of the Trust. At such
7 point, it is my understanding that MWP will no longer qualify for the “financial interest
8 only” exception to the definition of “public utility” under Kansas law. Since it is
9 unknown whether MWP will extend the lease or sell its 8% interest in the JEC prior to
10 January 3, 2019, and in order remain compliant with Kansas regulatory requirements,
11 MWP believes it is required to apply for a Certificate from the KCC in advance of
12 January 3, 2019.

13 **Q. WHAT IS YOUR UNDERSTANDING OF THE “FINANCIAL INTEREST**
14 **ONLY” EXCEPTION TO THE DEFINITION OF “PUBLIC UTILITY”?**

15 A. Counsel for MWP has advised that K.S.A. 66-104 defines “public utility” as “all
16 companies for the production, transmission, delivery or furnishing of heat, light, water or
17 power.” Though I am not an attorney, my understanding is that the KCC previously
18 found that the owner trustee (WTC) and the owner participant (MWP) should not be
19 considered regulated public utilities pursuant to Kansas law because the financial and
20 leasing agreements governing the 8% undivided interest did not confer sufficient

1 managerial or operational control over the JEC interest, to amount to those parties acting
2 as public utilities.¹

3 **Q. ONCE THE LEASE AGREEMENT EXPIRES ON JANUARY 3, 2019,**
4 **EXCLUSIVE CONTROL OVER THE ENERGY AND CAPACITY ASSOCIATED**
5 **WITH THE 8% INTEREST WILL REVERT BACK TO MWP, CORRECT?**

6 A. That is correct. Upon the expiration of the Lease Agreement, exclusive control over the
7 8% interest will be held by MWP, and as such, MWP will no longer qualify for the
8 “financial interest only” exception to the definition of public utility under Kansas law.

9 **V. WHY IT IS IN THE PUBLIC INTEREST FOR THE COMMISSION**
10 **TO GRANT MWP’S REQUEST FOR A CERTIFICATE**
11

12 **Q. WHY DOES MWP BELIEVE IT IS IN THE PUBLIC INTEREST TO GRANT ITS**
13 **REQUEST FOR A CERTIFICATE OF CONVENIENCE AND AUTHORITY?**

14 A. As previously noted, MWP’s ownership of the 8% portion of the JEC arises from a
15 financial arrangement entered into in 1991 by UtiliCorp, WTC, Financial Leasing
16 Corporation (predecessor in interest to MWP), and several note purchasers. The
17 Commission approved this financial arrangement 1991, as it facilitated UtiliCorp’s
18 purchase of Centel’s public utility assets in Kansas, which the Commission found to be in
19 the public interest at that time.² Thus, granting MWP’s application for a Certificate will
20 promote the public convenience and necessity by facilitating Kansas public utilities’
21 access to financial markets and encouraging investment in energy infrastructure in
22 Kansas. If MWP’s application is denied, it may have a chilling effect on future sale-

¹ See KCC Docket No. 175,456-U (91-UCUE-226-MER), Order and Certificate at ¶ 39 (Sept. 27, 1991) (hereinafter 1991 Order).

² 1991 Order at ¶ 31.

1 leaseback transactions and other financial arrangements in Kansas that allow public
2 utilities to access capital on reasonable terms.

3 **Q. WILL GRANTING OF THE CERTIFICATE TO MWP RESULT IN ANY**
4 **OTHER BENEFITS TO THE PUBLIC INTEREST?**

5 A. Granting MWP's request for a Certificate would also continue to make the 8% undivided
6 interest in the JEC available to serve customers through the energy markets. The 8%
7 interest has for some time served legacy Aquila customers and most recently the
8 customers of MKEC. MWP does not believe any benefit to the public would result by
9 letting this 8% interest go idle. If the 8% interest is unable to participate in the electric
10 markets due to the lack of a Certificate to operate, this would result in JEC operating at
11 lower capacity factors. Operation at lower capacity factors result in higher operating
12 costs per MWh, which would be harmful to the public interest.

13 **Q. ARE YOU FAMILIAR WITH THE STANDARDS UTILIZED BY THE**
14 **COMMISSION TO DETERMINE WHETHER GRANTING A CERTIFICATE**
15 **TO OPERATE IS IN THE PUBLIC INTEREST?**

16 A. Yes. I understand that the Commission examines eight factors that derive from the
17 "Merger Standards" and also requires applicants to demonstrate that they possess the
18 necessary technical, managerial and financial resources to conduct the business of a
19 public utility.

20 **Q. HOW WOULD GRANTING MWP A CERTIFICATE TO OPERATE IN THE**
21 **STATE OF KANSAS SATISFY THE MERGER STANDARDS?**

22 A. I address the Merger Standards as follows:

- 23
- *The effect of the transaction on customers*

1 As discussed above, granting a Certificate to MWP will promote continued access to
2 the financial markets on reasonable terms for Kansas public utilities. It will also
3 promote the efficient use of the JEC and allow MWP to make sales in the wholesale
4 market in order to create a revenue stream to offset its share of operations,
5 maintenance and capital costs at the JEC. The efficient use of the JEC and allowing
6 access to a revenue stream to cover costs at the JEC is beneficial to customers.

- 7 • *Whether the transaction maximizes the use of Kansas energy resources*

8 Granting MWP's application for a Certificate will enable the JEC to be operated at
9 higher capacity factors, which maximizes the use of Kansas energy resources.

- 10 • *Whether the transaction will reduce the possibility of economic waste*

11 Granting MWP's application for a Certificate will enable the 8% portion of the JEC
12 to participate in the energy markets rather than going idle, thereby reducing economic
13 waste.

- 14 • *Whether the transaction will be beneficial to state and local economies and to*
15 *communities served by the resulting public utility operations in the state*

16 It is my understanding that this factor is not relevant to this application, as no jobs
17 will be created or lost as a result of MWP's Certificate.

- 18 • *The effect of the transaction on affected public utility shareholders*

19 Granting MWP's application for a Certificate will benefit Key's shareholders, as
20 MWP will be able to sell energy and capacity on the wholesale market.

- 21 • *The effect of the transaction on the environment*

22 It is my understanding that this factor is not relevant to this application, as no new
23 facilities will be constructed as a result of the Certificate.

- 24 • *What impact, if any, the transaction has on public safety*

25 It is my understanding that this factor is not relevant to this application, as no new
26 facilities will be constructed as a result of the Certificate and Westar will continue to
27 operate the JEC.

- 28 • *Whether the transaction will preserve the jurisdiction of the KCC and the*
29 *capacity of the KCC to effectively regulate and audit public utility operations*
30 *in the state*

31 I am not a lawyer, but I have been advised by counsel that granting MWP's
32 application for a Certificate will ensure that the jurisdiction of the KCC is preserved
33 over the owner of the 8% interest in the JEC.

1 **Q. PLEASE DESCRIBE THE FINANCIAL RESOURCES OF MWP.**

2 A. The sole asset of MWP is the 8% undivided interest in the JEC. Until it is certificated as
3 a public utility and can establish a revenue stream through the sale of energy and capacity
4 in the wholesale market, it will have no cash flow. However, MWP is supported
5 financially by its parent, Key, via a 2007 corporate Guaranty.³ KeyCorp is one of the
6 nation's largest bank-based financial service companies, with \$137.7 billion in total
7 consolidated assets as of December 31, 2017 and \$6.3 billion in revenue for the 12
8 months ended December 31, 2017.⁴

9 **Q. IF MWP DOES NOT HAVE SUFFICIENT CASH FLOWS TO FULFILL ITS**
10 **OBLIGATIONS UNDER THE OPERATION AGREEMENT, WILL KEYCORP**
11 **FULFILL THOSE OBLIGATIONS?**

12 A. Yes. The Guaranty provided to MWP by KeyCorp ensures that any obligation
13 undertaken by MWP shall be fully discharged. To the extent required, KeyCorp will
14 modify the Guaranty to ensure that any operations, maintenance or capital expenses
15 required to be paid by MWP pursuant to the Operation Agreement will be paid.

16 **Q. PLEASE DESCRIBE THE TECHNICAL AND MANAGERIAL RESOURCES OF**
17 **MWP.**

18 A. It is my understanding that in a typical application for a certificate of convenience and
19 necessity, the applicant is required to demonstrate that it has the technical and
20 engineering expertise to operate and maintain the relevant utility assets (*e.g.* generation,
21 transmission, or distribution facilities). In this case, MWP is not required to possess

³ Attached to the Application as Exhibit C.

⁴ KeyCorp's most recent Annual Report and Form 10-K are available at
<http://investor.key.com/investor-overview>.

1 technical or engineering expertise to operate or maintain its 8% portion of the JEC,
2 because it will continue to be operated and maintained exclusively by Westar, pursuant to
3 the 1978 Operation Agreement.⁵ The history of the Operation Agreement is discussed
4 extensively in the accompanying Application so I will not repeat it here; however, Westar
5 as the Operator is charged with operating and maintaining the JEC in a reasonable
6 manner in accordance with generally accepted standards of operation in the industry for
7 projects of a similar size and nature. The Operation Agreement continues in full force
8 and effect until there has been an abandonment of the JEC for the generation of electric
9 power and energy. MWP does not have any day-to-day operation or maintenance
10 obligations with regard to the JEC. All such operation and maintenance is required to be
11 performed by Westar throughout the life of the JEC. MWP does not plan to acquire any
12 other public utility assets and is requesting that its certificated be limited to MWP's
13 ownership interest in the JEC. Therefore, MWP is not required to possess any technical
14 resources in order to fulfill its obligations as a certificated public utility in Kansas.

15 **Q. WHAT MANAGERIAL QUALIFICATIONS AND OBLIGATIONS DOES MWP**
16 **HAVE WITH RESPECT TO THE JEC?**

17 A. While MWP does not have any day-to-day operation or maintenance obligations, MWP
18 recognizes that it will be required to manage its interest in the JEC by exercising its rights
19 under the various agreements and selling the energy and capacity generated by its 8%
20 portion.

21 **Q. DESCRIBE MWP'S MANAGEMENT STRUCTURE AND BUSINESS PLAN FOR**
22 **MANAGING THE 8% INTEREST IN THE JEC.**

⁵ Attached to the Application as Exhibit D.

1 A. Since the output of MWP's 8% interest in the JEC will be sold into the wholesale
2 market, both the Federal Energy Regulatory Commission ("FERC") and the Southwest
3 Power Pool ("SPP") will oversee much of its operation. The day-to-day management of
4 MWP's interest in the JEC will addressed through a contractual arrangement with a
5 consultant who will act as Market Participant within SPP to schedule and manage
6 MWP's energy and capacity sales from the JEC. MWP is currently engaged in
7 discussions with various potential entities who would act as Market Participant on
8 MWP's behalf, and hopes to negotiate the specific terms of that arrangement in the near
9 future. In addition, MWP has engaged DAI Consultants to evaluate the value of the 8%
10 interest in the JEC and assess the potential sale of this asset to another party. An
11 extension of the current lease to Westar or a potential sale to Westar of the 8% interest is
12 also a possibility.

13 **Q. PLEASE IDENTIFY WHO AT MWP OR KEYCORP WILL HAVE**
14 **RESPONSIBILITY FOR MANAGING THE 8% INTEREST.**

15 A. I will be monitoring the management of the JEC interest at MWP, along with the input of
16 the Board of Directors. Through the Operation Agreement, Westar will continue to
17 manage the day-to-day operations of the JEC, and, as previously noted, sales of energy
18 and capacity will be via a Market Participant acting on MWP's behalf.

19 **VI. OTHER REGULATORY APPROVALS AND REQUEST FOR**
20 **EXPEDITED TREATMENT**
21

22 **Q. HOW WILL MWP'S RATES BE REGULATED?**

1 A. Again, I am not an attorney, but I understand that FERC will have exclusive jurisdiction
2 over the wholesale rates charged by MWP. MWP will not have retail territory in Kansas
3 and does not plan to make any retail sales.

4 **Q. PLEASE DISCUSS THE PROCESS FOR OBTAINING THE NECESSARY**
5 **APPROVALS FROM FERC.**

6 A. In order for MWP's 8% undivided interest in the JEC to participate in the wholesale
7 electric markets, MWP will need to obtain certification as an Exempt Wholesale
8 Generator ("EWG") market-based rate authority from FERC. As explained in the
9 Application, MWP's self-certification as an EWG must contain determinations from the
10 KCC that allowing the facility to be an eligible facility will benefit consumers, be in the
11 public interest, and not violate state law. MWP requests that the KCC make such
12 determinations in this docket, consistent with the justifications for granting a state
13 certificate of convenience and necessity.

14 **Q. HOW WILL THE 8% INTEREST BE REGISTERED AT SPP?**

15 A. The entity that MWP engages to serve as Market Participant will register the 8% interest
16 at SPP. MWP plans to engage an established Market Participant and the JEC is an
17 existing resource, so we do not expect any delays with the registration process.

18 **Q. WHY IS MWP REQUESTING EXPEDITED TREATMENT OF ITS**
19 **APPLICATION?**

20 A. In light of the fact that the lease expires on January 3, 2019, MWP respectfully requests
21 that the Commission and its Staff complete its review and analysis as expeditiously as
22 possible so that MWP may take all other necessary steps to operate as a public utility
23 within the State of Kansas on January 4, 2019. Accordingly, MWP respectfully requests

1 that the Commission issue its Order on this Application by December 14, 2018, in order
2 to provide sufficient time to secure EWG certification from the FERC before January 4,
3 2019. MWP commits to working diligently with the Commission Staff to provide all
4 requested or required documentation in order to assist with the Commission's review.

5 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

6 **A. Yes, it does.**

VERIFICATION

STATE OF COLORADO)
COUNTY OF BOULDER)

I, Amy G. Paine, being duly sworn, on oath state that I am the Senior Vice President For Midwest Power Company, that I have read the foregoing testimony and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

By: Amy G. Paine
Amy G. Paine

The foregoing pleading was subscribed and sworn to before me this August 10, 2018.

Hilary A. Nieman
Notary Public

My Commission Expires:

10-18-2020

